

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF MISSISSIPPI

ARC CONTROLS, INC.

VERSUS

CASE NO. 1:19-cv-00391-LG-RHW

M/V NOR GOLIATH., *In Rem*, and
GOLIATH OFFSHORE HOLDINGS
PTE.LTD, *In Personam*

VERIFIED COMPLAINT IN INTERVENTION

The Verified Complaint in Intervention of plaintiffs, McAllister Towing of New York, LLC, Central Boat Rentals, Inc., Offshore Towing, Inc. and Global Towing Service, LLC against M/V NOR GOLIATH, her engines, tackle, and appurtenances, *in rem*, in causes of breach of maritime contract and foreclosure of maritime liens, respectfully represents as follows:

Jurisdiction

1.

This is an admiralty and maritime claim within the meaning of 28 U.S.C. §1333, Rule 9 (h) of the Federal Rules of Civil Procedure, and the Federal Maritime Lien Act, 46 U.S.C. §31301, *et seq.*

Parties

2.

Plaintiff, McAllister Towing of New York, LLC ("McAllister"), is a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at New York, NY. McAllister owns and operates a specialized towing/towboat chartering business and it furnished pre-arrest necessities to the M/V NOR GOLIATH, now within this District.

3.

Plaintiff, Central Boat Rentals, Inc. (“Central Boats”), is a corporation organized and existing under the laws of the State of Louisiana having its principal place of business at Berwick, Louisiana. Central Boats owns and operates a specialized towing/towboat chartering business and it furnished pre-arrest necessities to the M/V NOR GOLIATH, now within this District.

4.

Plaintiff, Offshore Towing, Inc. (“Offshore Towing”) is a corporation organized and existing under the laws of the State of Louisiana having its principal place of business at Larose, Louisiana. Plaintiff, Global Towing Service, LLC (“Global Towing”), is a limited liability company organized and existing under the laws of the State of Louisiana having its principal place of business at Berwick, Louisiana. Offshore Towing and Global Towing provide specialized towing services and they furnished pre-arrest necessities to the M/V NOR GOLIATH, now within this District.

5.

M/V NOR GOLIATH (hereinafter the “GOLIATH”) is a 180-meter long steel hulled industrial crane vessel registered in the Marshall Islands bearing IMO Registration No. 9396933 that is now or will be during this action within this District and the jurisdiction of this Court.

Facts

McAllister Lien claim

6.

At the request of Epic Applied Technologies, LLC ("EPIC") and/or the owner or charterer of the GOLIATH or its authorized agent, McAllister provided necessities to the GOLIATH commencing May 15, 2019. Specifically, McAllister, as owner of the towing vessel, M/V PATRICE McALLISTER, provided towing services ("Towing Services") to EPIC pursuant to a Master Time Charter and Charter Order (collectively "charter documents"). Copies of the charter documents are attached hereto and incorporated as Exhibit A; and a copy of McAllister's supporting invoices in the principal amount of \$471,000.00 are attached and incorporated as Exhibit B. McAllister further paid \$86,957.49 to Dan Bunkering America, Inc. for fuel provided to the M/V PATRICE McALLISTER for the Towing Services, taking assignment of all claims for that fuel, assignment which is attached and incorporated as Exhibit C. McAllister reserves the right to amend and supplement its claim to include additional ongoing and accruing unpaid invoiced amounts.

7.

The foregoing pre-arrest towing services provided by McAllister to the GOLIATH were necessary for the operations of the GOLIATH in its ordinary trade, and have a fair market value in the total principal amount of \$557,957.49 for services rendered to the GOLIATH (exclusive of interest, costs, and attorney's fees), none of which has been paid despite amicable demand.

8.

EPIC has failed to make payments to McAllister for such towing services.

Central Boats Lien Claims

9.

At the request of Ranger Offshore, Inc. ("Ranger") and/or its successors or affiliates, including EPIC, and/or the owner or charterer of the GOLIATH or its authorized agent, Central Boats provided necessities to the GOLIATH commencing June 1, 2018. Specifically, Central Boats provided towing services ("Towing Services") pursuant to a Master Time Charter and Charter Order (collectively "charter documents"). Copies of the charter documents are attached hereto and incorporated as Exhibit D and a copy of Central Boats' supporting invoices in the principal amount of \$490,785.89 are attached and incorporated as Exhibit E. Central Boats reserves the right to amend and supplement its claim to include additional ongoing and accruing unpaid invoiced amounts.

10.

The foregoing pre-arrest towing services provided by Central Boats to the GOLIATH were necessary for the operations of the GOLIATH in its ordinary trade, and have a fair market value in the total principal amount of \$490,785.89 for services rendered to the GOLIATH (exclusive of interest, costs, and attorney's fees), none of which has been paid despite amicable demand.

11.

Ranger and EPIC have failed to make payments to Central Boats for such towing services.

Offshore Towing and Global Towing Lien Claims

12.

At the request of Ranger and/or its successors or affiliates, including EPIC, and/or the owner or charterer of the GOLIATH or its authorized agent, Offshore Towing and Global Towing provided necessities to the GOLIATH commencing on or about August 1, 2018. Specifically, Offshore Towing and Global Towing provided towing services ("Towing Services") as more fully described in the vessel logs attached hereto and incorporated as Exhibit F. A copy of Offshore Towing's and Global Towing's supporting invoices in the principal amount of \$60,000.00 are attached and incorporated as Exhibit G. Offshore Towing and Global Towing reserve the right to amend and supplement its claim to include any additional ongoing and accruing unpaid invoiced amounts.

13.

The foregoing pre-arrest towing services provided by Offshore Towing and Global Towing to the GOLIATH were necessary for the operations of the GOLIATH in its ordinary trade, and have a fair market value in the total principal amount of \$60,000.00 for services rendered to the GOLIATH (exclusive of interest, costs, and attorney's fees), none of which has been paid despite amicable demand.

14.

Ranger and EPIC have failed to make payments to Offshore Towing and Global Towing for such towing services.

15.

As shown by the attached Verifying Affidavits, the foregoing allegations are true and correct and within the admiralty jurisdiction of this Court.

16.

Pursuant to the general maritime law and the Commercial Instruments and Maritime Lien Act, McAllister has one or more maritime liens against the GOLIATH totaling \$557,957.49, plus pre-judgment and post-judgment interest, costs, attorney's fees, and collection expenses.

17.

Pursuant to the general maritime law and the Commercial Instruments and Maritime Lien Act, Central Boats has one or more maritime liens against the GOLIATH totaling \$490,785.89, plus pre-judgment and post-judgment interest, costs, attorney's fees, and collection expenses.

18.

Pursuant to the general maritime law and the Commercial Instruments and Maritime Lien Act, Offshore Boats and Global Towing have one or more maritime liens against the GOLIATH totaling \$60,000.00, plus pre-judgment and post-judgment interest, costs, attorney's fees, and collection expenses.

19.

Pursuant to the provisions of the Commercial Instruments and Maritime Lien Act, Plaintiffs are entitled to have this Court recognize their respective liens against the GOLIATH and Plaintiffs are entitled additionally to judgment against the vessel in the full amount of their respective claims, plus interest, costs and attorney's fees.

20.

As a result of Ranger and EPIC 's refusal to pay Plaintiffs the sums owed as aforementioned, Plaintiffs are each entitled to judgment against the GOLIATH in the

amount of its claims, plus attorney's fees, interest and costs; her engines, tackle and apparel, and to have the GOLIATH seized and sold by the United States Marshal or other person authorized by the Court to satisfy these claims and said liens asserted herein by Plaintiffs. Plaintiffs further aver that they are entitled to the first monies received from said seizure and sale following satisfaction of the expenses of the legal administration of the vessel while *in custodia legis*.

WHEREFORE, Plaintiffs, McAllister, Central Boats, Offshore Towing and Global Towing, pray that citation be issued and served upon the M/V NOR GOLIATH, her engines, tackle and apparel, in the form and manner prescribed by law and that, all persons claiming interest in said vessel may be cited to appear and answer the matters aforesaid, and that, after due proceedings are had, judgment be entered against the M/V NOR GOLIATH and in favor of Plaintiffs in the following amounts: McAllister Towing of New York, LLC in the sum of \$557,957.49; Central Boat Rentals, Inc. in the sum of \$490,785.89; and Offshore Towing, Inc. and Global Towing Service, LLC in the sum of \$60,000.00; Plaintiffs further pray for all additional sums due, including interest, costs and attorney's fees.

Plaintiffs further pray that the M/V NOR GOLIATH, her engines, tackle and apparel, be seized, condemned and sold to pay such sums, and for such other general and equitable relief as this Honorable Court deems proper.

Respectfully submitted:

s/Gerard J. Dragna

GERARD J. DRAGNA (MS Bar #104083)

ANDRÉ J. MOULEDOUX (*Pro Hac Vice*)

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Towing of New York, LLC, Central Boat Rentals,
Inc., Offshore Towing, Inc. and Global Towing
Service, LLC

McALLISTER VERIFICATION

I certify pursuant to Local Admiralty Rule A(6) that there is no party or corporate officer of McAllister Towing of New York, LLC in this District. The sources of my knowledge or the contents of this verified document are McAllister Towing of New York, LLC. This document is true to the best of my knowledge. I have signatory authority on behalf of McAllister Towing of New York, LLC, which is not made by the party or corporate officer because they are not located in this District.

I certify under penalty of perjury that the foregoing is true and correct.

Executed on October 11, 2019.

s/Gerard J. Dragna

CENTRAL BOAT VERIFICATION

I certify the factual statements of this document as they relate to Central Boat Rentals, Inc. are true to the best of my knowledge.

I certify under penalty of perjury that the foregoing is true and correct.

Executed on October 11, 2019.

A handwritten signature in dark ink, appearing to read "Michael Patterson", written over a horizontal line.

Michael Patterson, President
Central Boats

CERTIFICATE OF SERVICE

I hereby certify that on October 11, 2019, I electronically filed the foregoing with the Clerk of Court by using CM/ECF system which will send a notice of electronic filing to all CM/ECF participants.

I further certify that I mailed the foregoing document and the notice of electronic filing by first class mail to the following non-CM/ECF participants: None.

s/Gerard J. Dragna